PRIVATE LABEL EXTENSION AND REBATE AGREEMENT

R. J. Reynolds Tobacco Company, through its Forsyth Tobacco Company division ("Forsyth"), hereby offers additional support to purchaser of its private label cigarettes who accept the conditions of this offer in the manner provided herein.

Customers must agree to the following:

1. Compliance with Forsyth's Full Partnership requirements, which are:
   a. Use off-invoice to keep Forsyth private label price competitive.
   b. Develop programs using Alliance Accrual to maintain/build Forsyth private label business.
   c. Maintain Forsyth private label as the everyday low priced brand offered, with minimal support for competitive programs.
   d. Decline to carry non-Forsyth products that sell at prevailing private brand prices.
   e. Not disadvantage R. J. Reynolds in the ongoing display and promotion of its full priced and branded savings products as its relates to other cigarette manufacturers.
2. Extension of Customer's Forsyth Private Label Agreement for an additional period of three (3) years.

Customers will receive the following:

1. A sum in the amount of $20,000 to be transferred to the customer's marketing accrual fund within thirty (30) days after signing of this Agreement.
2. A guaranteed combination of Off-Invoice, marketing accrual and share of category rebate of $2.85 (upon qualifying) will be maintained through the life of this extension.

Customer agreeing to the three (3) year extension of its Private Label Agreement through October 31, 2000 and to the Full Partnership Program in exchange for the guaranteed pricing of both off invoice, marketing accrual and the share of category rebates, must indicate their written agreement as provided herein.

This Private Label Extension and Rebate Agreement supersedes all prior bonus and volume incentive provisions contained in any existing Private Label Agreement and any Addendum thereto.

CUSTOMER, AGREED:

QUICK CHEK FOOD STORES

By: _____

Date: 2/27/97

FORSYTH, ACCEPTED:

R. J. REYNOLDS TOBACCO COMPANY

By: _____

Date: _____

Note: This Agreement must be signed by both Customer and Forsyth before it is effective.

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Source: https://www.industrydocuments.ucsf.edu/docs/fnky0000

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QUICK CHEK FOOD STORES	R. J. REYNOLDS TOBACCO COMPANY
By: _____	By: _____
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